

(counsel listed following signature page)

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

| | | |
|-------------------------------|---|-----------------------------|
| CHARTER COMMUNICATIONS, INC.; |) | Case No. SACV07-402 AG(ANx) |
| CHARTER COMMUNICATIONS |) | |
| HOLDING COMPANY, LLC; |) | |
| CHARTER COMMUNICATIONS |) | |
| HOLDINGS, LLC; and |) | |
| CC V HOLDINGS, LLC, |) | STIPULATED |
| |) | PROTECTIVE ORDER |
| Plaintiffs, |) | |
| |) | |
| - vs. - |) | |
| |) | |
| IRELL & MANELLA LLP, |) | |
| |) | |
| Defendant. |) | |

GOOD CAUSE APPEARING, and pursuant to agreement of the parties, the protective order agreed to by the parties (as modified by the Magistrate Judge) and attached hereto as Exhibit "A" is hereby APPROVED. This shall be the protective order in force in this matter.

/ S / ARTHUR NAKAZATO

ARTHUR NAKAZATO
UNITED STATES MAGISTRATE JUDGE

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Exhibit “A”

(counsel listed following signature page)

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| CHARTER COMMUNICATIONS |) | |
| HOLDING COMPANY, LLC; |) | |
| CHARTER COMMUNICATIONS |) | |
| HOLDINGS, LLC; and |) | |
| CC V HOLDINGS, LLC, |) | STIPULATION RE: |
| |) | PROTECTIVE ORDER; |
| Plaintiffs, |) | [PROPOSED] STIPULATED |
| |) | PROTECTIVE ORDER |
| - vs. - |) | |
| |) | |
| IRELL & MANELLA LLP, |) | |
| |) | |
| Defendant. |) | |

Pursuant to Rules 26(c) and 45(c) of the Federal Rules of Civil Procedure, this Stipulated Protective Order (the “Order”) is entered into by and between: (i) plaintiffs Charter Communications, Inc., Charter Communications Holding Company, LLC, Charter Communications Holdings, LLC, and CC V Holdings, LLC (collectively, “Charter”); (ii) defendant Irell & Manella LLP (“Irell”); and (iii) non-parties Paul G. Allen, Vulcan, Inc., Vulcan Northwest, Inc., Vulcan Ventures, Inc., Vulcan Cable Investments Ltd., Vulcan Cable III, Inc. and Charter Investment, Inc. (collectively, the “Allen Parties”).

WHEREAS, on April 6, 2007, Charter commenced the above-captioned action against Irell (the “Action”);

1 WHEREAS, Irell previously represented Charter and the Allen Parties in
2 connection with a wide variety of matters;

3 WHEREAS, Charter and Irell have served document requests on each other
4 seeking the production of certain documents which may be considered to be of a
5 sensitive, confidential or proprietary nature, including documents which would
6 normally be protected from disclosure to third-parties by virtue of the attorney-
7 client privilege;

8 WHEREAS, Irell served the Allen Parties with subpoenas (the "Subpoenas")
9 issued out of the United States District Court for the Western District of
10 Washington, which Subpoenas request the production of certain documents;

11 WHEREAS, Charter and the Allen Parties have objected to producing
12 documents absent a satisfactory arrangement for preserving the confidential status
13 of such materials;

14 WHEREAS, Charter and Irell anticipate that non-parties other than the Allen
15 Parties may object on confidentiality grounds to producing discovery in this matter,
16 and through this Order seek to create a pre-existing mechanism for the non-parties
17 to invoke to protect confidentiality; and

18 WHEREAS the parties hereto wish to reach agreement on a stipulated
19 protective order that will govern the handling of documents, materials, items,
20 testimony and/or other information produced or provided by the parties hereto in
21 connection with the Action (such information hereinafter referred to as "Discovery
22 Material").

23 NOW, THEREFORE, the parties hereto, through their undersigned counsel,
24 hereby stipulate and agree to, and request entry of, a stipulated protective order that
25 contains the following provisions:

26 1. All Discovery Material produced or provided in connection with the
27 Action may be designated as "Confidential" in accordance with the terms of this
28 Order. In the event a party hereto intends to produce Discovery Material in

1 connection with the Action that may be subject to any privilege or confidentiality
2 interest held by another party hereto, the party producing such Discovery Material
3 may anticipatorily designate it as “Confidential,” or alternatively shall confer with
4 the party holding such privilege or confidentiality interest and follow that party’s
5 instructions with respect to the designation of the Discovery Material prior to
6 producing it in the Action. For purposes of this Order, the term “Producing Party”
7 shall refer to the party producing the Discovery Materials at issue unless such
8 Discovery Materials are subject to a claim of privilege or confidentiality held by
9 another party hereto, in which case such other party shall be deemed the “Producing
10 Party.”

11 2. Discovery Material may be designated “Confidential” if the Producing
12 Party reasonably and in good faith believes that it contains or discloses: (i) a trade
13 secret or other confidential research, development or commercial information, (ii)
14 information that would otherwise be protected from disclosure by the attorney-
15 client privilege, the attorney work product doctrine and/or any other privilege or
16 immunity, including information covered by Cal. Bus. & Prof. Code § 6068(e); (iii)
17 information that constitutes or reflects confidential business and/or tax information,
18 or (iv) any other information that the Producing Party believes is entitled to
19 protection under Fed. R. Civ. P. 45(c). Absent written agreement by the Producing
20 Party or further order of this Court, once designated as “Confidential,” such
21 designated information shall be used by Charter, Irell or any other person receiving
22 such information (the “Receiving Party”) solely for purposes of litigating the
23 Action and for no other purpose whatsoever, and shall not be disclosed by the
24 Receiving Party to anyone except as provided herein.

25 3. The designation of Discovery Material as “Confidential” for purposes
26 of this Order shall be made in the following manner:

27 (a) In the case of documents or other written materials: by affixing
28 the legend “Confidential – Subject to Protective Order” to each page

1 containing any confidential Discovery Material at the time such documents
2 are produced or such information is disclosed, or as soon thereafter as the
3 Producing Party becomes aware of the confidential nature of the Discovery
4 Material disclosed and sought to be protected hereunder. Provided, however,
5 that until such post-production designation is made, the Receiving Party shall
6 not be liable for disclosing the Confidential Discovery Material in question.

7 (b) In the case of pretrial testimony: (i) by a statement on the
8 record, by counsel for the Producing Party, during such deposition or other
9 pretrial proceeding that the entire transcript or a portion thereof shall be
10 designated as "Confidential"; or (ii) by written notice of such designation
11 sent by the Producing Party's counsel to the Receiving Party's counsel within
12 14 days after receipt by the Producing Party's counsel of the final transcript.

13 (c) If any Discovery Material designated as "Confidential" is used
14 during the course of a deposition, that portion of the deposition record
15 reflecting such confidential Discovery Material shall be sealed and stamped
16 with the designated degree of confidentiality, and access thereto shall be
17 limited pursuant to the terms of this Order.

18 4. Discovery Material that has been designated "Confidential," or copies
19 or extracts therefrom and compilations and summaries thereof, may be disclosed,
20 summarized, described, characterized, or otherwise communicated or made
21 available, in whole or in part, only to the following persons:

22 (a) undersigned counsel for the parties hereto, other outside counsel
23 of record in the Action, and regular and temporary employees of such
24 counsel for purposes of litigating the Action;

25 (b) officers, directors, employees and partners of the parties hereto,
26 provided there is a good faith basis for showing such Discovery Material to
27 such individuals for purposes of litigating the Action;

28 (c) consultants as defined in Paragraph 5 herein;

1 (d) court personnel;

2 (e) court reporters and employees of court reporters engaged in
3 connection with the Action to record and transcribe testimony in the Action;

4 (f) employees of outside copy services engaged in connection with
5 the Action;

6 (g) third party contractors, including their employees and agents,
7 involved solely in one or more aspects of graphics or design services for
8 purposes of preparing demonstrative exhibits, organizing, filing, copying,
9 coding, converting, sorting, translating, or retrieving data or designing
10 programs for handling data connected with the Action, including the
11 performance of such duties in relation to a computerized litigation support
12 system;

13 (h) jury or trial consulting services retained by or on behalf of
14 Charter or Irell;

15 (i) any person indicated on the face of a document to be the author,
16 addressee, or copy recipient of the document or any other person reasonably
17 believed to have been an author or recipient of the document;

18 (j) persons identified by either party pursuant to Fed. R. Civ. P.
19 26(a)(1)(A) as potential witnesses, provided that counsel disclosing the
20 information pursuant to this subparagraph believes in good faith that (i) such
21 potential witness has specific information regarding the materials or events
22 reflected in the material, (ii) that the materials would refresh the recollection
23 of the potential witness regarding the materials or events as to which the
24 witness has specific information, or (iii) disclosure is necessary for a full and
25 complete examination or interview of the potential witness.;

26 (k) employees and attorneys of Irell's insurance carriers, to the
27 extent they are responsible for working on this matter in the ordinary course
28 of their duties; and

1 (l) any other person with the written consent of the Producing Party
2 or by order of the Court.

3 5. For purposes of Paragraph 4(c), a consultant shall be defined as a
4 person who is retained or employed as a consultant, expert witness or potential
5 expert witness for purposes of the Action, whether full or part time, by or at the
6 direction of counsel for Charter or Irell.

7 6. All persons who may be given access to Discovery Material
8 designated "Confidential" pursuant to Paragraphs 4(b), 4(c), 4(e), 4(f), 4(g), 4(h),
9 4(i), 4(j), 4(k), and 4(l) above, respectively, shall be given access to such Discovery
10 Material only after they first confirm their understanding and agreement to abide by
11 the terms of this Order by completing and signing a copy of an undertaking in the
12 form attached hereto as Exhibit A.

13 7. During any deposition of a witness who is not covered by the
14 provisions set forth in paragraph 4, materials designated as "Confidential" may be
15 shown to the witness and to his or her counsel, provided that the examining party
16 first supplies both the witness and his or her counsel with a copy of this Protective
17 Order and they both sign a copy of the undertaking attached as Exhibit A. (In the
18 event any such witness or his or her counsel refuses to sign the undertaking,
19 counsel for the examining party and counsel for the Producing Party shall confer in
20 good faith in an attempt to resolve the issue.) In the event such disclosure is made,
21 such witnesses and their counsel are directed to maintain the confidentiality of this
22 information in accordance with the terms of this Order. Furthermore, materials
23 designated as "Confidential" shall not be attached to any copies of deposition
24 transcripts provided to nonparty witnesses (except witnesses authorized to receive
25 such materials under Paragraph 4 of this Order). Discovery Material designated
26 "Confidential" shall not be shown to a nonparty witness pursuant to this paragraph
27 unless the party showing such materials to the nonparty witness believes in good
28 faith that (i) such witness has specific information regarding the materials or events

1 reflected in the material, (ii) that the materials would refresh the recollection of the
2 witness regarding the materials or events as to which the witness has specific
3 information, or (iii) disclosure is necessary for a full and complete examination of
4 the witness.

5 8. If Discovery Material designated “Confidential” under this Order will
6 be filed with any court or described as to content with specificity in any filing with
7 a court, such filings shall be marked as set forth in this Order and shall be filed in a
8 separate sealed envelope marked “File Under Seal – Subject to Stipulated
9 Protective Order” and kept under seal, subject to the approval of the court where the
10 filing is being made. To the extent such materials are filed under seal with this
11 Court, no further application, order or approval shall be required to file such
12 material under seal under Local Civil Rule 79-5.1. When possible, only
13 “Confidential” portions of filings shall be filed under seal.

14 9. Charter or Irell may challenge the Producing Party’s designation of
15 Discovery Material as “Confidential” by serving a written objection upon counsel
16 for the Producing Party. The Producing Party shall notify the objecting party in
17 writing of the bases for the asserted designation within ten business days after
18 receiving any written objection. Irell may also challenge, through the same
19 procedure set forth herein, confidentiality designations Irell makes anticipatorily
20 pursuant to paragraph 1, by giving notice to Charter and/or Allen, who will be
21 deemed the Producing Party. Thereafter, counsel for the Producing Party shall
22 make themselves available to confer in good faith as to the validity of the
23 designation. If the parties cannot reach an agreement as to the designation, the
24 objecting party may make an appropriate application to this Court, with confidential
25 portions thereof to be kept under seal, requesting that specifically identified
26 Discovery Material be excluded from the provisions of this Order. The Producing
27 Party, even if not a party to the Action, shall be given reasonable advance notice of,
28 and an opportunity to be heard with respect to, any such application. Until a

1 dispute over the asserted designation is finally resolved, the Discovery Material in
2 question shall be treated as “Confidential.” In connection with any such challenge,
3 the Producing Party shall bear the burden of persuasion with respect to the
4 appropriateness of the “Confidential” designation.

5 10. All “Confidential” Discovery Material shall be kept in secure facilities,
6 and access to those facilities shall be permitted only to those designated persons set
7 forth in Paragraph 4 above as persons properly having access thereto. For purposes
8 of this provision, “secure facilities” is defined to include the law offices of counsel
9 of record for Charter and Irell and their respective in-house attorneys, and any
10 password protected computer of any designated person pursuant to Paragraph 4.

11 11. If a Producing Party inadvertently produces “Confidential” Discovery
12 Material without marking it as such, it may be disclosed to others until the
13 Receiving Party becomes aware of the error. As soon as the Receiving Party
14 becomes aware of the inadvertent production, the information must be treated as if
15 it had been timely designated under this Order, and the Receiving Party must
16 endeavor in good faith to obtain all copies of the document which it distributed or
17 disclosed to persons not authorized to access such information under Paragraph 4
18 above, as well as any copies made by such persons.

19 12. The provisions of this Order shall, absent written permission of the
20 Producing Party or further Order of this Court, continue to be binding throughout
21 and after the conclusion of the Action, including without limitation any appeals
22 therefrom. Within 60 days after receiving notice of the entry of an order, judgment
23 or decree finally disposing of the Action, including any appeals therefrom, all
24 persons having received Discovery Material designated “Confidential” hereunder
25 shall return such materials and all copies thereof (including summaries and
26 excerpts) to counsel for the Producing Party or, alternatively, shall destroy such
27 materials and provide written certification of such destruction to counsel for the
28 Producing Party.

1 13. Notwithstanding Paragraph 12, counsel described in Paragraph 4(a)
2 above shall be entitled to retain court papers, deposition and trial transcripts and
3 attorney work product provided that such counsel, and employees of such counsel,
4 shall not disclose any Discovery Material designated "Confidential" contained in
5 such court papers, transcripts, or attorney work product to any person or entity
6 except with the written permission of the Producing Party.

7 14. Prior to the use of any Discovery Material designated "Confidential"
8 in open court in connection with any hearing, oral argument or trial in the Action or
9 any appeal therefrom, counsel for the parties hereto shall confer on such procedures
10 as are reasonable and appropriate to protect the confidentiality of such Discovery
11 Material, it being the intent of the parties to preserve the confidentiality of such
12 information to the fullest extent possible consistent with open court proceedings,
13 and shall incorporate such procedures in the pre-trial order or request other
14 appropriate orders from the court presiding over the Action or any appeal
15 therefrom. Under no circumstances shall any party hereto publicly disclose
16 Discovery Materials designated "Confidential" at any open hearing, oral argument
17 or trial without a good faith basis for doing so.

18 15. If a party hereto is (i) subpoenaed in another action or proceeding, (ii)
19 served with a demand in another action or proceeding to which it is a party or (iii)
20 served with any other legal process by one not a party to the Action, and if the
21 subpoena, demand or other legal process seeks Discovery Material designated
22 "Confidential", the party subpoenaed or served shall give prompt notice, by hand,
23 overnight mail or facsimile transmission, within 10 business days of receipt of such
24 subpoena, demand or legal process, to counsel for the Producing Party. In addition,
25 the party subpoenaed or served, as appropriate, (i) shall furnish a copy of said
26 subpoena, demand or other legal process, (ii) shall object to the production of
27 Discovery Material designated "Confidential" by invoking this Order, and (iii) shall
28 reasonably cooperate with respect to any procedure sought to be pursued by the

1 Producing Party. Nothing herein shall be construed as requiring the party
2 subpoenaed or served to challenge or appeal any order requiring production of
3 confidential Discovery Material covered by this Order, or to subject itself to any
4 penalties for noncompliance with any legal process or order.

5 16. To the extent Charter and Irell produce Discovery Material to one
6 another in connection with the Action that is privileged or otherwise immune from
7 discovery by virtue of an attorney-client relationship between Charter and Irell, the
8 production of such information shall not be deemed to constitute a waiver of the
9 privilege, provided, however, that Charter shall not on the basis of this paragraph
10 withhold production of any Discovery Material from Irell.

11 17. To the extent the Allen Parties produce Discovery Material to Charter
12 and/or Irell in connection with the Action that is privileged or otherwise immune
13 from discovery by virtue of a joint representation of Charter and the Allen Parties
14 by Irell, the production of such information shall not be deemed to constitute a
15 waiver of the privilege, provided, however, that the Allen Parties shall not on the
16 basis of this paragraph withhold production of any Discovery Material from Irell.

17 18. To the extent any party hereto elects to waive any applicable privilege,
18 documents produced pursuant to such waiver may be designated as "Confidential"
19 in accordance with the terms of this Order. Such Discovery Material shall be used
20 only in connection with this Action, and only in accordance with the terms of this
21 Order. Such Discovery Material shall continue to be privileged in connection with
22 any efforts by third parties to gain access to such Discovery Material; provided,
23 however, (i) that the party that has elected to waive privilege cannot assert that
24 privilege against Irell and/or any its present or former partners, associates, attorneys
25 or employees in any action or proceeding; and (ii) a Producing Party may not
26 withhold production of such Discovery Material from any such Irell-related party in
27 any action or proceeding on the basis of any claim of privilege.
28

1 19. If a Producing Party inadvertently discloses information that is
2 privileged or otherwise immune from discovery, the Producing Party shall promptly
3 upon discovery of the disclosure so advise the Receiving Party in writing and
4 request that the item or items of information be returned, and if that request is made
5 the Receiving Party shall not thereafter assert that the disclosure waived any
6 privilege or immunity. In the event that a Receiving Party discovers that a
7 Producing Party has produced documents clearly marked as privileged or otherwise
8 immune from discovery, it shall promptly so notify the Producing Party through its
9 undersigned counsel. Upon receipt of a request to return an item of inadvertently
10 produced information, the Receiving Party will return or destroy the inadvertently
11 produced item, and all copies and derivations, within five business days. The party
12 having returned or destroyed the inadvertently produced item or items of
13 information may thereafter seek production of the information, but shall not assert
14 waiver as a grounds for such production.

15 20. By entering into this Stipulation and Order, the Allen Parties are
16 submitting to the jurisdiction of this Court solely for purposes of interpreting and
17 enforcing the provisions hereof, and for no other purpose whatsoever.

18 21. If additional persons become parties to this Action, such parties shall
19 not have access to Discovery Material designated "Confidential" unless and until
20 they confirm in writing that they have read this Order and agree to be bound by its
21 terms.

22 22. Non-parties compelled by subpoena to produce documents or
23 deposition testimony in this matter may invoke the protections of this Order and
24 accordingly may designate such information as "Confidential."

25 23. In the event any party hereto concludes that any materials requested in
26 discovery are of such a sensitive nature that disclosure should be restricted to the
27 parties' respective outside counsel, the parties hereto shall promptly confer and
28 work in good faith to resolve the issue. Any party hereto may seek a modification

1 of this protective order for good cause.

2 Dated: December 18, 2007

3
4 **BARTLIT BECK HERMAN PALENCHAR &**
5 **SCOTT LLP**

WILLIAMS & CONNOLLY LLP

6
7 BY: _____
8 Glen E. Summers

BY: _____
Michael S. Sundermeyer

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11 *Communications Holding*
12 *Company, LLC; Charter*
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14 *and CCV Holdings, LLC*

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14 **SKADDEN, ARPS, SLATE, MEAGHER &**
15 **FLOM LLP**

16
17 BY: _____
18 Robert E. Zimet

19 *Attorneys for Paul G. Allen;*
20 *Vulcan, Inc.; Vulcan Northwest,*
21 *Inc.; Vulcan Ventures, Inc.; Vulcan*
22 *Cable Investments Ltd.; Vulcan*
23 *Cable III, Inc. and Charter*
24 *Investment, Inc.*

25
26
27 SO ORDERED:

28 _____
ARTHUR NAKAZATO
UNITED STATES MAGISTRATE JUDGE

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Ventures, Inc.; Vulcan Cable
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EXHIBIT A
CERTIFICATION

I, the undersigned, _____, hereby certify that I have received and read a copy of that certain Stipulated Protective Order, dated December 18, 2007, by and between Charter, Irell and the Allen Parties (as those parties are defined therein) (the "Order"). I understand that I am being provided, or may be provided, with documents, materials, items, testimony and/or other information (collectively, "Discovery Material") that has been designated "Confidential" pursuant to the Order. I hereby agree: (i) to be bound by and comply with all provisions of the Order at all times; and (ii) that in accordance thereof, I will hold Confidential Discovery Material in the strictest confidence, and shall not reveal, disclose or describe, in whole or in part, such Confidential Discovery Material to any person except as expressly authorized under the Order.

Dated: _____

Name: _____